

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.discoveringmontana.com/doa/gsd>

T.C. #: A74813
LENOVO (United States) Inc.
WESTERN STATES CONTRACTING ALLIANCE
Title: COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES
This is a non-exclusive contract.

CONTRACT TERM	FROM	July 1, 2005	CONTRACT STATUS	NEW ()
	TO	August 30, 2009		RENEW (X)
VENDOR ADDRESS	Lenovo (United States) Inc. 800 N. Frederick Avenue Gaithersburg MD 20879		ORDER ADDRESS	Lenovo (United States) Inc. 8123 S. Hardy Drive Tempe, AZ 85284
ATTN:	Dale R. Doane		ATTN:	<BLANK>
PHONE:	301-803-6908		PHONE:	<BLANK>
FAX:	301-803-6939		FAX:	<BLANK>
E-MAIL:	drdoane@us.lenovo.com		E-MAIL:	<BLANK>

PRICES: Per Section 14 of the Master Price Agreement

DELIVERY: 20 Business days after receipt of order

F.O.B.: Destination

TERMS: Net 30 days

REMARKS: Current pricing is available at <http://www-1.ibm.com/gold/portal/servlet/gold/wscanaspo/Welcome>

IFB/RFP No.: N/A

Robert Oliver, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

This document represents an overview of the Western States Contracting Alliance Computer Equipment, Software, Peripherals and Related Services contract. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-State contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of a cooperative procurement conducted by the State of Minnesota on behalf of WSCA.

1.1 PURPOSE

The purpose of this Contract is to provide State agencies, and all registered cooperative-purchasing organizations, (herein after referred to agency) with an expedited means of obtaining Computer Equipment, Software, Peripherals and related Services, as specified in the attached Participating Addendum.

1.2 NON-EXCLUSIVE CONTRACT

This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement and applicable state standards and policies. Agencies may not purchase from this contract where there exists an exclusive contract for any of these products or services.

2.0 LIAISON

The primary Contractor contact for this participating addendum is as follows:

Dale R. Doane
Lenovo (United States) Inc.
800 N. Frederick Avenue
Gaithersburg MD 20879
Telephone: 301-803-6908
Fax: 301-803-6939
E-mail: drdoane@us.ibm.com

State Liaison:

Brett Boutin
State of Montana, Information Technology Services Division, Procurement Services Bureau
125 N. Roberts Street, Room 230
Helena, MT 59620-0113
(406) 444-0515
Fax: (406) 444-4644
E-mail: Bboutin@mt.gov

All Cooperative Purchasing requests should be directed to:

Robert Oliver
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
(406) 444-0110
Fax: (406) 444-2529
E-mail: roliver@mt.gov

3.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (A74813); identify all items desired, the purchase order date, the desired delivery date, shipping locations, and prices.

4.0 TERM OF CONTRACT

The contract is effective from July 1, 2005 through August 30, 2009.

5.0 PRICING

For current pricing, please see the following website:
<http://www-1.ibm.com/gold/portal/servlet/gold/wscanaspo/Welcome>

6.0 CONTRACT

The entire contract can be found at the following website:
[http://www.mmd.admin.state.mn.us/wsca/A74813 Lenovo Master Price Agreement.htm](http://www.mmd.admin.state.mn.us/wsca/A74813%20Lenovo%20Master%20Price%20Agreement.htm)

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

LENOVO (United States) Inc. (Lenovo)

Contract Number A74813

State of Montana

1. Scope

All governmental entities within the State of Montana, including the Montana University System, and all registered Cooperative Purchasing Organizations are authorized to purchase products and services under the terms and conditions of the referenced Master Price Agreement.

Allowable products are defined in Section 14 of the Master Price Agreement as Band 2 only.

2. Changes:

Section 14, delete the following: Band 1: File/Print Servers, Mid-Range Servers, Band 3: Printers, High Speed; Medium Speed; Desktop; Laptop, Band 4: Storage Solutions. LAN equipment and related software. General Purpose Software.

Section 20, add the following: Access and Retention of Records. Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

Section 32, delete and replace with the following: Venue. This Participating Addendum shall be governed by the laws of the State of Montana. Venue for any action will be in the First District Court of the County of Lewis and Clark County, Helena, Montana. Parties to pay own legal fees and associated costs.

Section 58, add the following: Compliance with State Plans. The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Section 59, add the following: Compliance with Workers' Compensation Act. The Contractor is required to supply the State of Montana, State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

Section 60, add the following: Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

Section 61, add the following: Termination for Convenience. The State may terminate this Participating Addendum and/or any active projects in whole or in part. Contractor shall be entitled to sums due as compensation for accepted deliverables provided in conformance with the contract. In the event the contract is terminated for the convenience of the State the agency will pay for all accepted work performed and accepted deliverables completed in conformance with the contract up to the date of termination.

3. Primary Contact:

The primary participating entity contact for all issues except cooperative purchasing is as follows:

Brett Boutin
State of Montana, Information Technology Services Division, Procurement
Services Bureau
125 N. Roberts Street, Mitchell Building, Room 230
Helena, MT 59620-0113
Phone: (406) 444-0515
Fax: (406) 444-4644
E-mail: Bboutin@mt.gov

All cooperative purchasing requests should be directed to:

Robert Oliver
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
Phone: (406) 444-0110
Fax: (406) 444-2529
E-mail: roliver@mt.gov

The primary Contractor contact for this participating addendum is as follows:

Dale Doane, Public Sector Marketing Manager
Lenovo (United States) Inc
800 N. Frederick Avenue, Gaithersburg MD 20879
Phone: 301-240-2838
Fax: 301-240-2550
E-mail: drdoane@us.lenovo.com

4. Servicing Subcontractors:

Only those Lenovo Business Partners authorized by Lenovo, as listed on the Lenovo WSCA/NASPO website, are eligible to support the Lenovo WSCA/NASPO Master Price Agreement. Lenovo Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by Lenovo for the WSCA/NASPO Master Price Agreement. Eligible products include ThinkCentre commercial desktop systems, ThinkPad notebooks, ThinkVision Products, Lenovo options, and Express Models.

All Participating Entity orders and payments are to be issued directly to Lenovo. Each Purchase Order, at the time of order placement, must include the quoting Business Partner's Location ID (LOCID), if a Business Partner has been used, and must identify the WSCA/NASPO Master Price Agreement number. Inclusion of the LOCID on the Purchase Order will result in a fee payment to the Business Partner. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement.

Lenovo may add or delete eligible Products upon 30 days' written notice to the Participating Entity, and written approval by the Participating Entity. Lenovo may also add or delete eligible Business Partner authorizations at its discretion with 30 days written notice to the Participating Entity. Business Partner changes will be posted to the WSCA/NASPO website 30 days after the date of notification.

All orders are to be issued directly to:
Lenovo (United States) Inc.
8123 S. Hardy Drive
Tempe, AZ 85284

And all payments are to be issued to:
Lenovo (United States) Inc.
PO Box 643055
Pittsburgh, PA 15264-3055

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Signatures as required by State Statutes, Rules or Policies

IN WITNESS WHEREOF, the parties have executed this Addendum. The effective date of this Addendum is July 1, 2005.

Entity Name: **State of Montana**

Contractor: **Lenovo (United States) Inc.**

By: _____

By: _____

Name: _____

Name: Dale R. Doane

Title: _____

Title: Public Sector Marketing Manager

Date: _____

Date: _____

Jeff Brandt, Acting CIO Date
State of Montana

Approved as to Legal Content:

Dal Smilie, Chief Legal Counsel Date
Department of Administration